

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.

WRIT PETITION LD.NO.1669 OF 2006

Shrikant Sitaram Gurav & Ors.

...Petitioners.

Vs.

The Mumbai Building Repairs &
Reconstruction Board & Ors.

...Respondents.

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Mr. S.A. Sawant with Mr. Satish C. Kekane and Mr. S.V. Kode for
the Petitioners.

Mr. P. K. Samdani, Sr. Advocate with Mr. V. K. Merchant i/b.
M/s.Thakordas & Co. for Respondent No.3.

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CORAM : DR.D.Y.CHANDRACHUD, J.

July 24, 2006.

P.C.

At the hearing of the petition, it appears that the
Petitioners had certain grievances in regard to (i) The provision of
proper transit accommodation; (ii) The developer not entering into
agreements for the provision of permanent alternate
accommodation; and (iii) Non disclosure of the sanctioned plan by
the developer.

In order to obviate these grievances, the Third

Respondent has filed a statement, on affidavit, of its partner before this Court. The affidavit is taken on record and marked "X". In view of the aforesaid affidavit, Counsel appearing on behalf of the Petitioners has stated that the grievance of the Petitioners has now been met and the Petitioners would vacate the accommodation presently in their occupation and shift to the transit accommodation within a period of two weeks from today. Details of the transit accommodation which is to be provided to the Petitioners are annexed in the charts at pages 61 and 62 of the Paper-book.

On behalf of the Petitioners, it has been submitted that Petitioners No.3 and 5 have school going children and the transit accommodation which is provided will not be convenient. In view of this statement, Counsel appearing on behalf of the Third Respondent states that in lieu of transit accommodation, a monthly payment of compensation at the rate of Rs.3,000/- shall be provided by the Third Respondent to Petitioner Nos.3 and 5. This has, accordingly, been accepted by Counsel appearing on behalf

of the Petitioners on instructions. The aforesaid compensation shall be provided so as to commence from the month of August 2006 until permanent alternative accommodation is ready and intimation thereof is given to the Petitioners. In the event that the other Petitioners have difficulties in getting possession of the transit accommodation provided for them, Counsel appearing on behalf of MHADA has assured the Court that if any such person approaches the Estate Manager, Transit Accommodation, he would rectify the difficulties at the earliest. Counsel appearing on behalf of the Third Respondent has stated that since two of the Petitioners have agreed to accept monthly compensation in lieu of the provision of transit accommodation, the two tenements which are thereby released, and which are better located, shall be made available to any of the other four Petitioners. The statement is accepted.

By consent of parties, it is clarified that the sanctioned plan which is annexed to the affidavit filed on behalf of the Third Respondent before the Court shall not preclude the Third

Respondent from moving the appropriate authority for amending the plan in accordance with law.

The Third Respondent states that if any amendment to the sanctioned plan affects any of the Petitioners, copies of the amended plan shall be furnished to the Petitioners within a period of one week of such amendment being allowed by the Municipal Corporation.

Time to vacate the premises is granted until 7th August 2006. Liberty to apply in the case of any difficulty.

In view of the developments which have taken place during the pendency of the petition as noted above, Counsel appearing on behalf of the Petitioners states that no further dispute subsists.

The Petition is accordingly disposed of.

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